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PUBLIC EMPLOYMENT
RELATIONS BOARD

A Collective
Bargaining Agreement

between

Des Moines Area Community College
Educational Services Association

and

Des Moines Area Community College
Board of Directors

July 1, 2006 - June 30, 2009

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ARTICLE 1 RECOGNITION

Part A: Bargaining Unit Agent

The Employer hereby recognizes the Des Moines Area Community College Education Services Association for the term of their PERB certification as the bargaining agent for the unit as described below.

Part B: Bargaining Unit

Section 1 - Inclusions

All Regular secretarial/clerical, physical plant and food service employees who work a minimum of 20 hours per week for a period of 9 months or more.

(Regular employee refers to an employee hired into an authorized position for whom there is an expectation of ongoing employment.)

Section 2 - Exclusions

All Nonregular (temporary) employees; all student employees; all supervisory and administrative staff; all faculty and professional staff; all human resources staff; all secretaries to the College President; Vice-Presidents; Assistant to the President; Executive Director, District Administration; Deans; and all other employees excluded by Section 4 of the Act.

(Nonregular (temporary) employee refers to an employee hired into an unauthorized position for a time of limited duration or a limited number of hours per week for whom there is no expectation of ongoing employment.)

The maximum number of hours a nonregular (temporary) employee may work in a fiscal year is 1,000 hours.

ARTICLE 2 GRIEVANCE PROCEDURE

Part A: Definitions

Grievance - A grievance is a claim by a grievant of a misapplication, misinterpretation or a violation of an article(s) of this agreement.

Grievant - A grievant shall mean an employee or group of employees filing a grievance.

Class Grievance - When the grievance affects a group of employees with more than one supervisor or more than one campus, it will be considered a class grievance and may be filed by the Association Grievance Chairperson or President at Step Three using the provisions in Step One.

Part B: Procedure

Section 1 - Step One

The grievant will present a signed written grievance on an approved form to the immediate supervisor within 15 working days of the date of the event or condition giving rise to the grievance. The grievance shall state the name(s) of the grievant(s), the facts giving rise to the grievance, the provisions of the agreement violated, the relief requested and will be signed by the grievant(s). Within 10 working days after receipt of the grievance, the supervisor shall give a written answer to the grievant with a copy to the Grievance Chairperson.

Section 2 - Step Two

In the event the grievance is not resolved at Step One, the grievant may within 10 working days of the receipt of the supervisor's answer submit the signed grievance to the appropriate Dean or Manager. The appropriate Dean or Manager shall have 10 working days after receipt to submit a written answer to the grievant with a copy to the Grievance Chairperson.

Section 3 - Step Three

If the grievance is not resolved at Step Two, the grievant may within 10 working days of the receipt of the answer in Step Two, submit the written grievance to the President or his/her designee. The President or his/her designee shall submit a written answer with reasons to the grievant within 20 working days, with a written copy to the Grievance Chairperson.

Section 4 - Step Four

If the grievance is not resolved in Step Three, the Association will mail written notification simultaneously to the President and the American Arbitration Association within 20 working days of the answer in Step Three, requesting a list of arbitrators. The parties agree to be bound by the rules and procedures of the American Arbitration Association. The arbitrator will review the grievance and render a final and binding decision. The arbitrator's powers will be limited to the extent that he/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The expenses incurred by the arbitrator and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible, grievance hearings will be scheduled after 5 p.m.

Section 5 - General Provisions

1. The failure of a grievant to act within the prescribed time limits will act as a bar to any further appeal.
2. The failure of the administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.
3. Time limits may be extended by written mutual consent of the Administrator and the grievant.
4. All documents dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.
5. The grievant may have an Association representative present at all levels of the grievance procedure.
6. This article shall not apply to probationary employees.

ARTICLE 3 SENIORITY

Part A: Definition

Seniority shall be defined as the length of service with the College as a member of the bargaining unit, except that all members of the bargaining unit as of the first day of this agreement shall be credited with any seniority accumulated prior to the certification of the bargaining unit as well as the time from certification to the first day of the agreement.

Employees now in the bargaining unit that worked 6 months or more per year but less than 12 months per year shall receive pro-rata credit from June 30, 1968 to the present.

Part B: Accumulation of Seniority

Accumulation of seniority shall begin on the employee's day of hire. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by casting lots.

Part C: Seniority List

The Employer shall prepare, maintain, and post the seniority list and any revisions or updates. The seniority list shall be posted in conspicuous locations on each campus on or about September 30 of each year. The DMACC-ESA president shall be supplied a copy on September 30 and an update on or about March 30.

Part D: Breaks in Seniority

Seniority will be broken for the following reasons:

1. Termination
2. Resignation
3. Retirement
4. Employment by the College in a position outside the bargaining unit
5. Lay-off under Staff Reduction for more than 1 year
6. Failure to properly respond or report for work on recall under Staff Reduction

Part E: Probationary Period

Employees shall be considered probationary for the first 180 calendar days of employment. Upon successful completion of 90 calendar days of employment, the employees shall be eligible for all leave benefits provided by this agreement and seniority retroactive to the date of hire. Insurance coverage shall be governed by the provisions in Article 11, Part A.

ARTICLE 4 TRANSFERS

Part A: Vacancy

Section 1 - Definition

A vacancy shall be defined as any position, either newly created or a present position, that is not filled. The Employer is not obligated to fill a vacant position.

Section 2 - Posting

All vacancies shall be posted (except those covered by Article 5, Part D, Section 1) in a designated place in each building and on each campus for a minimum of 7 working days. Such vacancy notices shall contain the following information:

1. Type of work by description
2. Classification by title
3. Minimum qualifications
4. Hours scheduled
5. Starting date
6. Location of work
7. Grade
8. Rate of pay
9. How to apply for the position

If no applicant for a posted vacancy meets the minimum qualifications, then the position shall be posted as a vacancy again, noting it is a second posting.

Section 3 - Interviews

The immediate supervisor for a position in which a vacancy exists shall interview up to six applicants for the position. Priority for such interviews shall be given to the most qualified applicants, based upon the qualifications stated in the vacancy notice. If less than 6 applicants with superior qualifications are selected for interviews, then the quota of 6 will be filled by interviewing up to 2 bargaining unit applicants who have met minimum requirements and have the greatest seniority.

Section 4 - Notification

Internal applicants not meeting minimum qualifications of covered positions shall be notified within 5 working days following the completion of the initial screening of applicants. Internal applicants not selected for the position shall receive written notice of same within 10 working days after the selection process is completed.

Part B: Involuntary Transfer

Involuntary transfer is a permanent movement to a different campus which has not been requested by a bargaining unit member. (Campus shall mean Ankeny, Boone, Carroll, Newton, Urban, and West.)

The parties agree that involuntary transfers of employees shall be avoided whenever possible. Involuntary transfers will be accomplished by transferring the least senior employee within that job classification and grade first. No involuntary transfer shall occur unless a vacancy still exists after interviewing applicants for a vacant position.

Part C: Temporary Transfers Between Campuses

Temporary transfers between campuses shall be by agreement with the employee or in accordance with past practice in those areas where employees have been regularly assigned to other campuses on a temporary basis.

Part D: Temporary Assignment

Any employee asked by a supervisor to temporarily assume the duties of another employee in the bargaining unit will receive an adjustment in pay after assuming major responsibilities of the temporary assignment for 3 consecutive working days. Such adjustment will be an increase of 5 percent of the employee's current salary or the minimum of the grade, whichever is greater, except in no circumstance will an employee receive more than the midpoint of the grade of the position being performed. An employee's pay rate shall not be reduced by any temporary change in duties.

ARTICLE 5 STAFF REDUCTION

Part A: Definition

Reduction in staff shall mean a reduction in and/or elimination of a job classification (title and grade) on a campus.

When the reduction eliminates a job classification, all the employees in that job classification will be laid off. When the reduction is in the number of employees in the job classification, the Employer will retain the employee(s) with the best written evaluations, as provided in this agreement and seniority. Seniority shall be the deciding factor in which employees will be retained when evaluations are comparable. The overall evaluation designation shall be either satisfactory or unsatisfactory for this section.

Part B: Staff Reduction Units

Reduction shall apply separately to the following locations:

1. Ankeny, Urban, and West Campuses combined
2. Boone Campus
3. Carroll Campus
4. Newton Campus

Part C: Notification

The Employer shall provide the employee with 3 weeks of written notice of intent to terminate.

Part D: Staff Reduction Rights

Section 1 - Placement

An employee reduced under the above procedure shall be entitled to fill any vacancy which exists at the time of reduction in any job classification for which the employee has performed satisfactorily for the Employer in the past. Should more than one such employee seek to fill a vacancy, the most senior employee shall be given the position.

Section 2 - Recall

Employees, other than probationary employees, reduced under the above procedures shall have recall rights for up to 1 year to any vacancy in the following categories:

1. A job classification which the employee held at the time of lay-off
2. The same job title but at a lower grade
3. A job classification in which he/she has performed satisfactorily for the Employer in the past

Should more than 1 employee be eligible for recall under this section, seniority shall determine the employee(s) to be recalled.

An employee who is offered recall to a job classification which has a rate of pay less than he/she was earning at the time of lay-off may refuse such recall and still retain future recall rights as provided by this article.

Section 2A - Recall Notification

Notice of recall shall be sent to the employee by registered mail to the last address on file with the Employer. An employee who has been reduced under this procedure is responsible for keeping a current address on file with the Employer. The employee must notify the Employer in writing, within 5 working days of his/her receipt of the recall notice, of his/her intent to report for work. Persons recalled will have up to 21 calendar days to report for work if employed elsewhere at the time the recall notice is received or up to 7 calendar days if unemployed. Failure to provide notice of an intent to return to work or failure to return to work under the above time periods shall terminate the individual's rights under this article.

Section 2B - Return to Work Following Recall

An employee who returns to work under the recall procedure shall be reinstated with the applicable benefits accrued at the time of reduction.

ARTICLE 6 EVALUATION

Part A: Required Evaluations

Within 2 weeks of employment, the Employer will acquaint the employee with the evaluation procedure, including the evaluation instruments to be used. No evaluation will take place until such orientation has been completed.

A probationary employee shall be evaluated prior to the completion of 180 calendar days of employment. All other employees shall be formally evaluated in writing once each year during the first two years of their employment and a minimum of once each third year thereafter.

Part B: Evaluation Procedures

Section 1 - Conference

A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. The employee shall have at least 2 days prior notice concerning the date of the conference. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

Section 2 - Response

Within 10 working days of the conference, the employee shall have his/her written response to the evaluation and/or evaluation conference placed in his/her file and attached to the evaluation.

Section 3 - Remediation

Where the employee's performance is in need of improvement, the evaluator will so note in the written evaluation, and offer recommendations and assistance for improvement.

Part C: Personnel File

Each employee shall have the right to review the contents of his/her personnel file except for confidential information. A representative of the Association, at the employee's request, may accompany the employee in the review.

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention in writing.

The employee shall have the right to reproduce any of the contents of his/her file at his/her expense.

ARTICLE 7 HEALTH AND SAFETY

Part A: Working Conditions

The Employer will endeavor to maintain safe working conditions. Employees will be alerted to unsafe working conditions and will report same to the Employer.

Employees will not be requested to work under unsafe conditions. Unsafe shall mean danger to health and not merely uncomfortable or inconvenient conditions.

Part B: Safety Equipment

The Employer shall provide required safety equipment as designated by state safety laws.

Part C: Medical Exams

Any request by the Employer for medical examinations after employment will be at the expense of the Employer.

ARTICLE 8 LEAVES OF ABSENCE

Part A: Sick Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees, after the effective date of this contract and having reported for duty each year, will accrue Sick Leave on a yearly basis.

Section 2 - Accrual

A Regular full-time employee shall accrue 10 hours of Sick Leave for each month worked. The unused portion of such allowance shall accumulate to a maximum of 105 working days or 840 hours. A Regular part-time employee shall receive a prorated portion of the above Sick Leave.

Section 3 - Use

Sick Leave will be available for employees due to illness or injury of the employee or the illness or injury of an immediate family member. Sick Leave may only be used to the extent earned in increments of at least one hour.

Immediate family is defined as spouse, children, step-children, parents, step-parents, brother, sister, mother-in-law, father-in-law, and family members living in the employee's immediate household for which the employee is the primary care giver.

Section 4 - Notification of Illness

An employee who is going to be absent should notify his/her supervisor before the start of the work day, unless such illness or injury prevents same. In any event, the supervisor or his/her designee should be notified on the day of absence. In addition, an absent employee must keep his/her supervisor advised as to possible return to work.

Section 5 - Return to Work from Sick Leave

Upon return to work, the employee shall complete the appropriate leave form. This form must be completed within 2 working days of a return to work. A certificate from the employee's doctor is required to verify an illness of more than 4 working days.

Section 6 - Disability Income Plan

Sick Leave will be integrated with Disability and Workers' Compensation so that the total dollars received by the employee shall not exceed 100 percent of the employee's normal pay. A charge equal to the number of days used shall be made against the employee's accumulated Sick Leave.

Part B: Bereavement Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees, upon approval of the Employer, may be granted Bereavement Leave.

Section 2 - Accrual

A Regular full-time employee may be granted up to 40 hours of leave annually (non-cumulative) with pay. A Regular part-time employee shall receive a prorated portion of the above Bereavement Leave.

Section 3 - Use

Bereavement Leave may be used for attendance at funerals and other purposes directly related to a death.

Part C: Personal Business Leave

Section 1 - Eligibility

Regular full-time and Regular part-time employees may be granted Personal Business Leave.

Section 2 - Accrual

A Regular full-time employee may be granted 24 hours a year with pay for personal business. A Regular part-time employee shall receive a prorated portion of the above Personal Business Leave.

Section 3 - Use

The purpose of the Personal Business Leave is to permit an employee an opportunity to handle business of a personal nature that cannot be taken care of outside normal working hours.

Section 4 - Request for Leave

To be eligible for such leave, the employee shall submit a written request with the reason to the supervisor for written approval.

Part D: Jury Duty Leave

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned in to the Business Office. An employee is expected to report back to the working assignment during a normal work day when his/her presence is not required by the court, except if such time is less than 2 hours.

Part E: Military Leave

An employee who is a member of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training, is permitted to be absent from work for the purpose of receiving military training or when ordered by proper authority to active state or federal service. The first 30 working days shall be paid.

Part F: Leaves of Absence Without Pay

A leave of absence without pay for up to a maximum of 1 year may be granted upon timely written request to the President.

Part G: Family and Medical Leave Act

All Regular employees completing one year of employment with the College will be granted up to a maximum of 12 work weeks of paid and/or unpaid, job-protected leave during each 12-month period measured forward from the day the employee's first FMLA leave begins for the birth, adoption, or placement of a child for foster care; their own, or a family member's serious health condition.

ARTICLE 9 HOLIDAYS

Part A: Holidays

Regular full-time employees shall be entitled to the following 8-hour Holidays with pay:

1. New Years Day (January 1)
2. Martin Luther King's Birthday
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4)
5. Labor Day (First Monday in September)
6. Thanksgiving Day (Fourth Thursday in November)
7. Friday after Thanksgiving
8. Christmas Day (December 25)
9. Two days at the Christmas break to be assigned.

Regular part-time employees shall be entitled to a prorated portion of the above Holidays.

Part B: Observation

A Holiday falling on a Saturday or a Sunday shall be observed on the Friday or Monday respectively.

Part C: College Closed Days

When the college is closed between the Christmas holiday and New Year's Day, no loss of pay will occur and no leave will be required.

ARTICLE 10 VACATION

Part A: Eligibility

All Regular full-time and Regular part-time employees shall accrue Vacation Leave.

Part B: Accrual

The Vacation year shall start on July 1 and end on June 30. Vacation will accrue in any month in which the employee started before the 16th day of the month.

Regular full-time employees shall accrue Vacation Leave as follows:

Years of Service	Days
1 through 5	1.25 per month
6 and over	1.66 per month

Regular part-time employees shall receive a prorated portion of the above Vacation Leave.

Part C: Use

Vacation may be used in any month following accrual. Vacation must be taken in one-half or full days. A maximum of one fiscal year's accumulated Vacation Leave may be carried over from one fiscal year to the next. Any Vacation Leave in excess of one year will be forfeited on June 30.

Exceptions to the one year accumulation limit may be made for extended illness/injury or program/school needs which prevent an employee from using accumulated vacation before the June 30 deadline.

Part D: Request for Leave

Requests for Vacation Leave are to be submitted on an appropriate form supplied by the Employer and must be approved by the employee's immediate supervisor in advance. In granting or denying Vacation requests, the supervisor shall first consider the operational needs of the Employer, but shall otherwise grant Vacation based upon preference by seniority.

Part E: Resignation/Retirement

Upon resignation/retirement, unused Vacation Leave, up to a maximum of one fiscal year's accumulation, will be paid to the employee in a lump sum.

Exceptions to the one year accumulation limit may be made in the case of extended illness/injury or program/school needs which prevent an employee from using accumulated Vacation Leave in excess of one fiscal year limit.

Part F: Termination/Reduction In Force

Employees who are involuntarily terminated or reduced in force shall receive the full number of days accrued up to the termination/reduction in force, including the current month, provided termination/reduction in force is after the 15th day of the month.

ARTICLE 11 INSURANCE

Part A: Eligibility

All Regular full-time and Regular part-time employees shall be eligible for the insurance coverages described in this article. Insurance coverages for newly hired covered employees shall be effective the first of the month following date of hire.

Part B: Medical

The Employer shall contribute the cost of the single premium for full-time and part-time employees.

The Employer shall contribute toward the cost of a family plan premium for a full-time employee as follows for FY 07:

Choice Plus Plan 001	\$877.70/month
Choice Plus Plan 003	\$872.09/month

For part-time employees who elect family coverage, the Employer shall pay an amount over and above the single premium prorated on a basis of the percentage of time worked.

Part C: Dental

The Employer shall purchase a group dental policy for all eligible employees. The Employer will contribute the cost of the single premium. An employee who is eligible and elects dependent coverage shall pay the cost of the additional premium.

Part D: Long-Term Disability

The Employer shall purchase a long-term disability insurance group policy for eligible employees. An employee must work at least 30 hours per week for 9 months to be eligible for long-term disability (covered employee). The policy shall have a 90 day waiting period for illness or injury. The program shall pay 60 percent of the monthly salary. The Employer shall pay the premium for this insurance.

Part E: Term Life

The Employer shall purchase a group term life insurance policy for eligible employees in the amount of two times an employee's yearly salary rounded to the nearest thousand dollars. The Employer shall pay the entire premium of such insurance.

Part F: Salary Reduction Health Insurance Premium(s)

An eligible employee may elect to reduce his/her taxable salary by an amount equal to the employee's share of the family medical and dental premiums. Election to participate in this program may be made at the time of initial sign up for insurances or during the

open enrollment coinciding with the anniversary date of the plan, or as dictated by the carrier.

Part G: Salary Reduction Dependent Care

Effective January 1, 1997, an eligible employee may elect to set aside dollars for Dependent Care expenses as defined by federal law. This will allow the employee to reduce his/her taxable income by the amount he/she determines will be needed for Dependent Care expenses during the year.

Part H: Workers' Compensation

Each employee shall be provided with Workers' Compensation insurance. Sick Leave benefits paid to the employee shall be integrated with Workers' Compensation benefits paid, so that the total dollars received by the employee shall not exceed 100 percent of the employee's normal weekly salary.

Part I: Optional Insurances

Section 1 - Optional Employee/Spouse Life Insurance

An eligible employee may elect to purchase optional life insurance in the increments allowed by the carrier. To be eligible, employees must provide evidence of insurability as required by the carrier. The insurance may be purchased for the employee and/or spouse.

Section 2 - Optional Dependent Life Insurance

An eligible employee may elect to purchase optional dependent life insurance for his or her spouse and eligible dependent children.

The optional insurance may be purchased in units. The first unit provides \$10,000 coverage for the spouse and \$5,000 for each dependent child without evidence of insurability. Two additional units may be purchased with proof of insurability.

An employee will not be eligible to purchase this coverage if he or she is covered as a dependent under another College employee's policy.

Section 3 – Optional Long Term Care Insurance

An eligible employee may elect to purchase optional long term care insurance for him/herself, spouse, or parents.

The plan shall be available to employees without proof of insurability and to spouse and parents with simplified underwriting. Cost of insurance will vary by age and level of coverage selected.

Part J: General Conditions

All of the above insurances are subject to the terms and conditions of the carrier selected by the Employer.

ARTICLE 12 WAGES

Part A: Wage Increases

Regular full-time and Regular part-time employees shall receive a general wage increase of 2.40% plus \$.15/hour for FY07. In FY08, the total package increase shall be 5.6%. In FY09, the total package increase shall be .5% above the FY09 total faculty package. The distribution between wages and insurance shall be dependent on insurance costs. Employees hired after December 31 will receive the pay range adjustment or one-half of the annual pay adjustment, whichever is greater. For settlements being implemented after July 1, the raise will be retroactive to July 1 for current employees only.

In no circumstance will an employee receive an increase that places him/her above the maximum of his/her assigned grade.

Part B: New Hires

New employees with comparable experience will receive five cents (\$0.05) per hour less than the base hourly rate of a current employee with comparable experience within the job classification, as long as the rate is not less than the minimum hourly rate. A maximum of ten (10) years of experience shall be credited.

Advanced placement on the Support Staff Pay Schedule may be used if a position is determined to be hard to fill. If an advanced placement is used and there are other employees in the same job, the pay of these employees shall be evaluated for purposes of maintaining internal and external equity and pay adjustments may be considered.

Part C: Pay Day

The employee will be paid semi-monthly on the 15th and the last day of the month. If either of these days falls on a weekend or a holiday, the employee will be paid on the preceding workday. Checks will be mailed to employees if the pay period occurs during a College closing. Effective July 1, 1996, all staff covered by this agreement shall be paid behind.

Part D: On-Call Pay

An employee required to be on call shall be paid \$1.30 for each hour on call.

Part E: Night Shift Differential

A night shift differential will be paid for work performed between 4:00 p.m. and 7:00 a.m. as follows:

1. The employee must be working in a regular assignment.
2. An employee given a Temporary Assignment for three or more consecutive working days to an eligible job will qualify.
3. An employee must work at least 50% of his/her hours between 4:00 p.m. and 7:00 a.m.
4. This night shift differential shall be paid regardless of salary schedule placement.
5. The rate for night shift differential shall be \$.60/hour.

PART F: Longevity

Regular full-time and Regular part-time employees shall be eligible for longevity pay as follows:

1. For FY07, employees who have been a Regular employee of 5 years or more on June 30 shall be eligible for longevity pay during the following fiscal year. For FY08 and subsequent years, employees who have been a Regular employee and have completed five years or more on June 30 shall be eligible for longevity payments July 1 and those employees who have completed five years or more on December 31 shall be eligible for longevity payments effective January 1.
2. Longevity pay shall be paid regardless of salary schedule placement.
3. Longevity pay shall not become part of the employee's base wage.
4. Longevity pay shall be paid according to the following schedule:

Years of Service	Longevity Pay per hour
5 through 9	\$.15
10 through 14	\$.30
15 through 19	\$.45
20 and more	\$.60

ARTICLE 13 HOURS OF WORK

Part A: Work Schedule

The normal work schedule for Regular full-time employees shall be 40 hours, excluding lunch periods.

Section 1 - Breaks

During this period, an employee shall be permitted one 15-minute break during the first half of the day and one 15-minute break during the second half of the day, as work conditions allow.

An employee scheduled to work less than 8 hours shall be permitted one 15-minute break during any four consecutive hours of work as conditions allow.

An employee working over 8 hours shall be permitted one additional 15-minute break for every 4 consecutive hours of work, as work conditions allow.

Section 2 - Lunch Period

An employee working an 8 hour day shall have at least a half-hour lunch period assigned around the middle of said hours.

Part B: Nonguarantee of Hours

Nothing in this section shall be a guarantee of hours per day, per week, or per year.

ARTICLE 14
OVERTIME AND PAY PRACTICES

Part A: Overtime

An employee who works in excess of 40 hours in a 7 calendar day period shall be paid time and one-half for each hour worked over 40.

Holidays, Vacations and paid leaves of absence, except Sick Leave and Personal Business Leave, will be included in computing hours of work.

Part B: Emergency Call-In

An employee who is called in on an emergency basis outside his/her normal hours of work will receive one and one-half times his/her straight time hourly rate for a minimum of 2 hours work unless such hours overlap his/her regularly scheduled hours of work. If such hours overlap the employee's regularly scheduled hours, he/she shall be paid one and one-half times his/her straight time hourly rate for the hours before the start of his/her regularly scheduled hours, and his/her straight time rate for the regularly scheduled hours.

Part C: Work on a Holiday

An employee who is required to work on a Holiday, as defined in this agreement, shall be paid one and one-half times his/her straight time hourly rate.

Part D: Work on a Saturday/Sunday

An employee, except one whose normal work schedule includes Saturday and/or Sunday, shall be paid one and one-half his/her straight time hourly rate for hours of work on Saturday and Sunday.

ARTICLE 15 SUPPLEMENTAL PAY

Part A: Enrollment in DMACC Courses

All Regular employees covered by this agreement, during the term of their employment, may enroll in credit and non-credit courses without payment of tuition under the following conditions:

1. There are an adequate number of tuition-paying students to justify the course
2. Pay all special fees and charges (e.g., books and supplies)
3. The course is scheduled outside the employee's regular working hours
4. The class has space available after all tuition-paying students are enrolled

Part B: Mileage Reimbursement

Employees who are authorized to use their own automobiles in the performance of their duties shall be reimbursed at the maximum rate allowable by the state. No mileage will be paid for commuting to and from work. However, employees assigned for any period of time to another campus will have any increased commuting distance reimbursed at the current mileage rate.

ARTICLE 16 DUES DEDUCTIONS

Part A: Dues Amount

By August 1st of each year, the Educational Services Association shall submit to Payroll the new dues amounts to be deducted effective September 1st.

Part B: Authorization

At any time during the year, an employee may authorize dues deduction by turning in the appropriate authorization form to Payroll. Authorization will remain in effect from year to year unless the Educational Services Association receives timely written notification from the employee.

Part C: Deductions

Payroll shall withhold the dues from the employee's paycheck, not to exceed 2 deductions per month. Deductions will be made through August of each year. Payroll will transmit deducted dues once a month to the designated Treasurer of the Educational Services Association.

Part D: Liability

No liability shall accrue to the Educational Services Association or any administrative official collectively or individually for any action taken or not taken with regard to information furnished under this article.

ARTICLE 17
COMPLIANCE & DURATION

Part A: Compliance

In the event that any article, section or portion of this Agreement is found to be contrary to state or federal law, then such article, section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Part B: Duration

The parties hereby agree that this agreement shall be effective July 1, 2006, and continue until June 30, 2009. Either party may reopen negotiations for Fiscal Year 2010 on Insurance (Article 11), Wages (Article 12), and one other article.

Dated: July 1, 2006

FOR THE ASSOCIATION

FOR THE COLLEGE

**APPENDIX A
SALARY RANGES**

FY07 – Effective July 1, 2006

Grade	Minimum	Midpoint	Maximum
Grade 4	9.48	11.15	12.82
Grade 5	10.14	11.93	13.72
Grade 6	10.59	12.46	14.33
Grade 7	11.28	13.27	15.26
Grade 8	12.44	14.64	16.84
Grade 9	13.83	16.27	18.71
Grade 10	15.44	18.16	20.88
Grade 11	17.40	20.47	23.54
Grade 12	19.78	23.27	26.76